

THIS INSTRUMENT PREPARED BY:

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STEVE HALL  
REGISTER OF DEEDS  
KNOX COUNTY

DECLARATION OF RESTRICTIONS  
SUMMER HALL SUBDIVISION

WHEREAS, the undersigned, SUMMERHALL, LLC, a Tennessee limited liability company ("Developer"), has caused to be subdivided a tract of land located in Knox County, Tennessee, without the corporate limits of Knoxville, Tennessee, which tract was conveyed to it by deed recorded as instrument number 200211270047079, in the Register's Office for Knox County, Tennessee (said land being more particularly described in Exhibit A attached hereto and referred to herein as the "Land");

WHEREAS, a portion of the Land, being that portion shown upon the plat of record as instrument number 200307090003717 in the Register's Office for Knox County, Tennessee (the "Plat"), has been subdivided into lots to create "Summer Hall Subdivision, Unit-1" (the "Subdivision," and each numbered lot as shown upon the Plat being a "lot"), and these restrictions shall apply to those Subdivision lots appearing on the Plat; and

WHEREAS, Developer is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owners and all subsequent owners of any lot or lots in the Subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be delivered by all parties concerned, Developer does hereby establish the following restrictive covenants, which shall be covenants running with the land and shall be binding on all persons at any time owning any lot or lots in the Subdivision or possessing any interest therein, and shall inure to the benefit of all owners of Subdivision lots:

1. These covenants are to take effect immediately upon recordation and shall be binding on Developer, its successor and assigns, and all persons or entities at any time owning or possessing an interest in a lot or lots in the Subdivision which are shown upon the Plat until the 15<sup>th</sup> day of August, 2023, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of the majority of the then owners of the lots, it is agreed to terminate said covenants. The Plat depicts and defines only Unit 1 of the Subdivision, and the balance of the Land not shown on the Plat as a numbered lot in the Subdivision (including that part of the Land shown on the Plat as "Future Development"), if any, shall not be subject to this Declaration or the restrictions hereby established until and unless specifically so subjected by the Developer in writing.

2. If any person or entity bound by these covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or entity owning any lot or lots situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violation, or both.

3. All numbered lots in the Subdivision, shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot, other than a residential dwelling not to exceed two (2) stories in height and private garage.

4. No building shall be located nearer than five (5) feet to any interior lot line. For purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any part of the building to encroach upon another lot. Carports or roofed porches shall be considered as part of the building and shall not be nearer than five (5) feet to any lot line or in front of any building setback line, as shown on map of record referred to above. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot lines, unless controlled by 35-foot

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peripheral setback. No dwelling shall be closer than twenty (20) feet to the front lot line. Lot owners shall also be subject to and comply with existing and future zoning ordinance requirements, as applicable.

5. No more than one (1) dwelling house may be erected on any lot and no lot shown may be subdivided or reduced in size for any reason or by any means, voluntary or by operation of law, without the written consent of the Developer, which consent may be withheld for any reason.

6. To ensure conformity and harmony with existing structures in the Subdivision, no building shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and the plot plans showing the location of such building or alterations (collectively, "Plans") have been submitted to and approved in writing by the Developer, provided that the Developer then owns at least one lot in the Subdivision. In the exercise of its rights and duties pursuant to this Section 6, the Developer, in its discretion, may also act through a committee referred to herein as the "Planning Committee." So long as the Developer shall own at least one lot in the Subdivision, it shall be completely within the Developer's discretion as to whether the Planning Committee shall be empanelled and shall perform any duties or functions hereunder. To the extent empanelled by the Developer, the Planning Committee shall be composed of such members, as the Developer shall in its sole discretion determine. The Developer may remove any member from the Planning Committee at any time and for any reason, or for no reason, and may, after empanelling the Planning Committee, dissolve the same and again resume the duties of the Planning Committee.

Upon the sale by the Developer of the Developer's final lot in the Subdivision: (i) the Developer shall have no further rights or duties relative to the review or approval of Plans (except as to Plans previously submitted and not acted upon or in the process of review as hereby established), (ii) the Planning Committee shall be vested with all of the rights and powers of the Developer created by and under this Section 6 to review and approve/disapprove Plans, and (iii) the initial members of the Planning Commission (as well as the determination of the number of members to serve on the Planning Commission) will be determined by the owners of lots in the Subdivision (one vote per lot) or by the Homeowners Association (as hereinafter defined), if then formed and organized.

No Plans shall be deemed submitted to the Developer or Planning Committee until and unless the Developer or Chairman of the Planning Committee shall sign and date a receipt therefore. Any Plans submitted which are not complete or do not conform to the requirements of this Section 6 will not be considered properly submitted until and unless completed or corrected to the satisfaction of the Developer or Planning Committee and only if said completion or correction is evidenced by a written statement to this effect from the Developer or Planning Committee.

In the event the Developer or, if empanelled, the Planning Committee, fails to approve or disapprove properly submitted Plans within fifteen (15) working days after Plans have been submitted to it, said Plans shall be deemed approved by the Developer and/or Planning Committee, as appropriate. In the event the Developer and/or Planning Committee rejects Plans for approval under this Section, then upon written request or application of seventy-five percent (75%) of the owners of lots, all or any part of which lie within a two hundred (200) foot radius of the lot in question, stating that the owners of the lots within such two hundred (200) foot radius approve the Plans so rejected, said Plans shall be deemed approved by the Developer and/or Planning Committee, as appropriate.

A complete set of Plans of any improvements to be built on any lot shall be left with the Developer and/or Planning Committee during the time of construction. Any amendments, alterations, changes or additions to said Plans must be approved as original Plans following the procedures set forth above. Amended or changed Plans shall also be delivered to the Developer and/or Planning Committee, as appropriate.



All references herein to "Planning Committee" shall refer to the Developer for any time or times during which the Planning Committee has not been empanelled or, once empanelled, has been dissolved by the Developer.

7. All roofs shall have a minimum pitch of 6 and 12 (6/12) unless waived by the Planning Committee. Concrete and block foundations and retaining walls must be veneered with brick or stone unless waived by the Planning Committee. Windows must be wooded or clad wood unless waived by the Planning Committee.

8. Each lot owner will be required to erect a mailbox and post light of such design and materials as approved by the Planning Committee. These materials must be purchased at closing from Developer or Developer's designee, at such party's cost.

9. No noxious or offensive trade shall be carried on upon any lot in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet on each lot.

11. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats and other household pets; provided, however, that no animals of any kind shall be kept, bred or maintained for any commercial purpose..

12. Air conditioners and garbage cans shall be concealed from view by appropriate screening, which must be approved by the Planning Committee.

13. No fencing will be allowed, except as approved the Planning Committee.

14. No trailer, basement, tent, shack, garage, barn, or other out-building shall be erected on any lot in the Subdivision, or be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Recreational vehicles, which include, but are not limited to, boats, trailers, campers and motor homes, shall be stored or parked in the area behind each residential structure erected in the Subdivision so as to be concealed from the view of other homes in the Subdivision. These vehicles shall not be stored or parked on the street or in the side or front yard of any home erected in the Subdivision.

15. No sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or a sign of not more than five (5) square feet used by the builder to advertise the property during the construction and sales period. The Developer reserves the right to display signs of a larger size for promotion of the Subdivision.

16. No aboveground pools or satellite dish antennas with a diameter in excess of 24 inches shall be allowed.

17. For so long as the Developer shall own any lot in the Subdivision: (i) this Declaration of Restrictions, and each and every provision hereof, may be annulled, waived, changed or modified by the Developer at any time, or from time to time, in the sole and absolute discretion of the Developer, (ii) the Developer shall have the right to change the size or location of any of the lots, streets or roads in the Subdivision, and (iii) this Declaration may not be amended by the owners of lots in the Subdivision without the consent or approval (in writing) of the Developer. At such time as the Developer owns no lots in the Subdivision, this Declaration may be amended by the majority vote of the owners of lots in the Subdivision (each lot having one vote).

18. In addition to all restrictions and limitations imposed by the Plat and applicable zoning regulations, there is hereby reserved in favor of the Developer (for so long as the Developer shall own any lot in the Subdivision) and the owners of lots in the Subdivision a



permanent, non-exclusive easement upon, over, and across those lots shown on the Plat (including specifically, but not limited to, lots 1, 2, 3, 4, 78, 79, 80, 87, 16 and 18) as containing street lights, signage for the Subdivision entrance and streets within the Subdivision, areas for detention of surface water run-off, or improvements for utilities, drainage, or other matters which benefit or serve lots in the Subdivision (any such lot being referred to herein as an "Affected Lot" and the lighting, signage, detention or other improvements being referred to herein as the "Improvements"). The nature of the foregoing easement shall be to construct, maintain, improve, and demolish and reconstruct as necessary the Improvements (in whole or in part), and to enter upon the Affected Lots from time to time as necessary or incident to the exercise of the rights herein specifically enumerated. The location or locations of the easements hereby established over and across any Affected Lot will be those areas so designated on the Plat, plus a general easement of ingress and egress over the whole of each Affected Lot for the purpose of access, construction and maintenance.

19. The owners of any Affected Lot may use and enjoy the same to the full extent of such lot; provided that said use and enjoyment does not damage or materially alter any Improvements (including drainage and slope) or impair the access to the Improvements. As the Improvements and the easements hereby granted are for the benefit of the entire Subdivision, the costs and expenses associated with maintenance and any necessary replacement of the Improvements shall be allocated and assessed as follows: (i) for a period of three years following the recordation hereof, all such costs and expenses shall be born by the Developer; and (ii) thereafter, such costs and expenses shall be paid in equal shares by the owners of lots in the Subdivision (including the Developer on each lot owned by the Developer), with each lot being assessed one share (regardless of the size of said lot or the number of owners of said lot).

20. Following the disposition by the Developer of the Developer's last lot in the Subdivision, the owners of lots in the Subdivision may form a homeowners association ("Homeowners Association") by filing an amendment hereto (adopted as herein provided) establishing such association and the rights and duties of the owners of lots relative thereto (including dues and assessments). The Homeowners Association may assume the rights and duties of the lot owners as regards approval/disapproval of Plans and obligations for maintenance and repair/replacement of the Improvements, as well as such other rights and duties of the lot owners, which they shall at such time delegate to the Homeowners Association. The Developer shall have no obligation to establish or provide for the establishment (by funding or otherwise) of the Homeowners Association, and shall not be liable for any obligation, act or omission of such association.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand the 22 day of September, 2003.

SUMMERHALL, LLC  
a Tennessee corporation

By: 

(Rufus H. Smith III, Chief Manager)

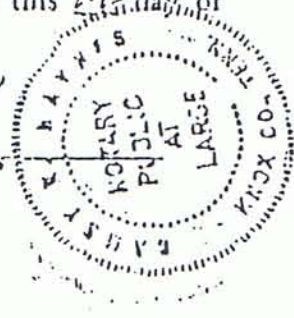
STATE OF TENNESSEE  
COUNTY OF KNOX

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Rufus H. Smith III, with whom I am

personally acquainted, and who acknowledged him/herself to be the Chief Manager, of Stammehall LLC, the within named bargainer, a limited liability company, and that s(he) as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company by him/herself as Chief Manager.

WITNESS my hand and official seal, at office in Knox County, this 27 day of September, 2003.

[Signature]  
Notary Public



My Commission Expires: 10/30/05



EXHIBIT A

PROPERTY DESCRIPTION  
FOR  
UNIT 1, SUMMER HALL SUBDIVISION

SITUATED, LYING and BEING in the Sixth (6<sup>th</sup>) Civil District of Knox County, Tennessee, and without the corporate limits of any municipality, property being more particularly bounded and described as follows:

BEGINNING on an iron pin found in the northwestern right-of-way of E. Emory Road, corner common to Boyd and Reba Hall; thence leaving the northwestern right-of-way of E. Emory Road and Hall and with a curve to the right having a chord bearing North 73 degrees 07 minutes West, a chord length 21.09 feet, an arc length 21.78 feet and a 25.00 foot radius to an iron pin set in the northeastern right-of-way of Greenwell Road; thence with the northeastern right-of-way of Greenwell Road the following three (3) calls: North 48 degrees 10 minutes West, 277.28 feet to an point; thence North 44 degrees 31 minutes West, 70.35 feet to a point; thence North 44 degrees 52 minutes West, 423.88 feet to an iron pin set in the line of Mary Bright; thence leaving the northeastern right-of-way of Greenwell Road and with Bright the following two (2) calls: North 48 degrees 12 minutes East, 312.75 feet to an iron pin found, thence North 43 degrees 37 minutes West, 33.97 feet to an iron pin set; thence leaving Bright and with the future development of Timber Outlets Investment, LLC the following twelve (12) calls: North 47 degrees 31 minutes East, 120.30 feet to an iron pin set; thence North 59 degrees 29 minutes East, 51.05 feet to an iron pin set; thence North 48 degrees 11 minutes East, 37.96 feet to an iron pin set; thence South 41 degrees 09 minutes East, 50.00 feet to an iron pin set; thence South 42 degrees 16 minutes East, 104.22 feet to an iron pin set; thence North 45 degrees 31 minutes East, 42.03 feet to an iron pin set; thence South 46 degrees 20 minutes East, 160.00 feet to an iron pin set; thence South 60 degrees 39 minutes East, 106.11 feet to an iron pin set; thence South 56 degrees 23 minutes West, 70.35 feet to an iron pin set; thence South 27 degrees 54 minutes East, 178.00 feet to an iron pin set; thence South 19 degrees 08 minutes East, 50.59 feet to an iron pin set; thence South 27 degrees 54 minutes East, 130.81 feet to an iron pin set in line of Boyd Hall; thence with Boyd Hall, South 70 degrees 26 minutes West, 134.95 feet to an iron pin found, corner common to Boyd and Reba Hall; thence leaving Boyd Hall and with Boyd and Reba Hall, South 27 degrees 26 minutes West, 324.33 feet to an iron pin found in the northwestern right-of-way of E. Emory Road, the POINT OF BEGINNING and containing 9.40 acres according to a survey by Batson, Himes, Norvell & Poe dated May 8, 2003 and bearing drawing number 23800-1-FP.

Being the same property conveyed to Summerhall, LLC by Timber Outlets Investments, LLC pursuant to deed recorded as Instrument No. 200309240034336, and being the same property described in and on the plat of record as Instrument No. 20030709000317, each in the Register's Office for Knox County, Tennessee. †



DECLARATION OF RESTRICTIONS  
SUMMER HALL SUBDIVISION  
Amendments and Changes  
(Approved 10.9.2009)

**Changes:**

Item 8. Each lot owner will be required to erect a mailbox consistent with existing color and style of mailboxes of current homes.

Item 12: Garbage cans shall be removed with 24 hours after collection day from the road. All garbage should be placed inside containers with the exception of bulk items to be placed on the street no sooner than the evening prior to collection.

Item 15: No sign of any kind shall be displayed to public view or any lot except one sign of not more than five (5) square feet for advertising the property for sale or two signs for a corner lot. In addition one sign that pertains to safety and security issues of not more than 2 ft by 1 ft is permissible.

**Amendments**

Item 21: All residents shall park in driveways. Absolutely no parking of any motorized vehicles in the yard shall be permitted at any time.